

PTT Telekom, Inc.

RESALE TELECOMMUNICATIONS SERVICE TARIFF

OF

**PTT TELEKOM, INC.**

455 South Orange Avenue, 3rd Floor  
Orlando, Florida 32801

**For Customer Service:**

455 South Orange Avenue, 3rd Floor  
Orlando, Florida 32801  
Toll-Free: (800) 839-9916

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunications services provided by PTT Telekom, Inc. ("PTT") within the Commonwealth of Kentucky. This tariff is on file with the Kentucky Public Service Commission. Copies may also be inspected during normal business hours at the Company's principal place of business.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

APR 23 1997

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY: Jordan C. Neel  
FOR THE PUBLIC SERVICE COMMISSION

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ISSUE: March 21, 1997

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ISSUED BY: Fernando L. Sabino, President  
455 S. Orange Avenue, 3rd Floor  
Orlando, Florida 32801

**CHECK SHEET**

This tariff contains pages each of which is effective as of the date shown on the bottom of each page. Original and revised pages as listed below comprise all changes from the original tariff.

<u>SHEET</u>	<u>REVISIONS</u>
Title Page	Original
1	Original
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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation.
- D - Delete or discontinue
- I - Change resulting in an increase to a Customer's bill.
- M - Moved from another tariff location.
- N - New.
- R - Change resulting in a reduction to a Customer's bill.
- T - Change in text or regulation.

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**TARIFF FORMAT**

**A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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**D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Access Line** - Local service lines provided by a Local Exchange Carrier to provide access to the public switched network.

**Account Code** - A number assigned to each Debit Account which is dialed by the Customer or Authorized User upon access to the Carrier's service. An Account Code identifies the caller and validates the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

**Available Balance** - The current balance expressed in dollars or units contained within the Customer's Debit Account. The Available Balance may be used to place calls via the Company's network until exhausted. The Available Balance decreases on a real-time basis as calls are placed and usage occurs.

**Call Unit** - A Call Unit is a measurement of usage, such that a specified quantity of Call Units equate to one minute of usage. For example, one Call Unit may equate to one minute of intrastate or interstate usage, while several Call Units may equate to one minute of international usage. Call Units are depleted on a real time basis as usage occurs.

**Commission** - The Kentucky Public Service Commission.

**Company or Carrier** - PTT Telekom, Inc. unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, purchases, cancels, amends or uses services provided by the Company and is responsible for payment of charges and compliance with the Company's tariff.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Debit Account** - An account which is not associated with a Local Exchange Carrier business or residential access line. A Debit Account is established for a Customer with an initial prepaid balance from which charges for service provided by Carrier are deducted on a real time basis.

**Debit Card** - A card issued by the Company which provides the Customer or Authorized User with a Debit Account, an Account Code and instructions for accessing the Carrier's network.

**Debit Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to place a call and have call charges deducted from the Customer's Debit Account. Service is accessed via a "1-800" or other access code dialing sequence.

**Dollar-Based Accounts** - Service where the Initial Balance and Available Balance is expressed in U.S. dollars. The rates per minute contained in this tariff are expressed in U.S. dollars, inclusive of taxes.

**Initial Account Balance** - The Available Balance of a Customer's Debit Account upon issuance of an Account Code and before any depletion for call activity. The Initial Account Balance is expressed in either U.S. Dollars or in Call Units.

**LEC** - Local Exchange Company

**Renewal** - A method of replenishing the Available Balance with additional quantities as authorized and paid for by the Customer. Renewal of Available Balances may be limited by the amount or the class of service.

**Unit-Based Accounts** - Service where the Initial Balance and Available Balance is expressed in Call Units. The rates per minute contained in this tariff are expressed in Call Units, inclusive of taxes.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of PTT**

PTT's services and facilities are furnished for telecommunications originating and terminating within the Commonwealth of Kentucky under terms of this tariff.

PTT provides for the installation, operation, and maintenance of the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. PTT may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the PTT services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.2 PTT reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Limitations, (Cont'd.)**

**2.2.4** All facilities provided under this tariff are directly or indirectly controlled by PTT Telekom Inc., and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of the Company**

**2.4.1** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.2** PTT's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.4.5** The Company shall not be liable for any claim, loss, or refund as a result of loss, theft or fraudulent use of Account Codes and access numbers issued for use with the Company's services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Deposits**

The Company does not collect deposits.

**2.6 Advance Payments**

The Company does not collect advanced payments. Establishment of a Debit Account is not an advance payment. Unlike a deposit or advance payment, a Debit Account balance is not held against future payment as all service is available for immediate consumption.

**2.7 Taxes**

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes and fees are in addition to rates as quoted in this tariff.

**2.8 Terminal Equipment**

The Company's facilities and service may be used with Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by PTT. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies. Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

The Company reserves the right to assess a return check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

**2.11 Cancellation by Customer**

Customer may cancel non-prepaid services by providing written or verbal notice to the Company.

**2.12 Interconnection**

Service furnished by PTT may be used with or connected to the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with PTT's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Refusal or Discontinuance by Company**

PTT may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- 2.13.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For the use of telephone service for any other property or purpose other than that described in the application.
- 2.13.3 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.13.4 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- 2.13.5 For non-payment of bills for telephone service.
- 2.13.6 Without notice in the event of Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Refusal or Discontinuance by Company, (Cont'd.)**

- 2.13.7 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.13.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.13.9 For failure of the Customer to make proper application for service.
- 2.13.10 For Customer's breach of the contract for service between the Company and the Customer.
- 2.13.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Carrier may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.16 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or telecommunications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment or access-code programmed telephone systems are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.17 Bill Format**

PTT Telekom, Inc. provides debit card service to its customers. No bill is provided with this service as usage charges are deducted on a real-time basis from the customer's pre-paid account balance. This section of the tariff will be revised in the future should the Company offer a service which bills users for service on a regular basis.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES****3.1 General**

PTT offers prepaid telecommunications services for originating and terminating calls within the Commonwealth of Kentucky under terms of this tariff. Customers are charged based on their use of PTT's network and services. Charges may vary by service offering, class of call, time of day, day of week, and/or call duration.

**3.2 Timing of Calls**

Billing for calls placed over the PTT network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 Minimum call duration periods for billing purposes vary by service option.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, PTT will reasonably issue credit for the call.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.3 Debit Services**

PTT's Debit Services are offered for Customer use 24 hours a day, seven days a week to all valid terminating locations. Intrastate service is offered in conjunction with interstate service.

Access to PTT's Debit Services is via a toll-free number. The Customer must input a valid Account Code in addition to the destination number with area code.

Purchase of a Debit Card or establishment of a Debit Account entitles the Customer to access the Carrier's network for a preset amount of usage. Usage will be deducted from the Customer's Available Balance on a real-time basis. Customers will be interrupted with an announcement when the Available Balance in the account is about to be exhausted.

Balances in Debit Accounts are non-refundable and will expire on the date specified on the Debit Card or package in which the card is enclosed, or one year after date of issuance. In the case of service provided without a Debit Card, expiration occurs within one year from the date of account establishment or last renewal unless otherwise specified in writing by the Carrier.

For Customer accounts provided with a renewal option, Customers may renew or increase the available usage balance within an account by making additional payments to the Company or the Company's authorized agents.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.3 Debit Services (Cont'd.)**

**3.3.1 Basic Service**

Basic Service is offered as a flat-rated telecommunications service. For billing purposes, Basic Service usage is rounded up to the next full minute increment after a minimum initial period of one minute. Time of day, holiday and volume discounts do not apply. No per call or per connection service charges apply. Usage rates listed below are inclusive of all applicable taxes:

For Dollar Based Cards	\$0.50 per Minute
For Unit-Based Cards	1 Unit per Minute (\$0.50 per Unit)

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.3 Debit Services (Cont'd.)****3.3.2 Sponsor Program**

A Sponsor Program is offered to organizations or commercial entities for distribution of Debit Cards or Accounts to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Carrier and the Sponsor. The Sponsor is responsible for name, service mark or other image on the card. The carrier reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's Debit Cards and Debit Accounts at reduced rates or free of charge to end users for promotional purposes. Upon mutual agreement between the Company and the Sponsor, Debit Cards and Accounts offered through a sponsor program may be renewable.

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**SECTION 4 - CONTRACTS AND PROMOTIONS****4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. The Company may also provide debit cards for purposes of demonstrating the service to Customers free of charge. Such cards will be valid up to one year from date of issue unless otherwise limited by the Company. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**4.2 Comparable Pricing Promotion**

PTT will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers or retain existing Customer accounts. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or purchase the competitor's service or remain with the competing interexchange carrier or reseller.

**4.3 Sponsorship Contracts**

At the option of the Company, services may be offered on a contract basis to meet the specialized requirements of the Sponsors of Debit Services which are not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Sponsor and the Company and may include corporate discounts off of rates contained herein, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type or location of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated potential Sponsors for six months after the initial offering to the first contract Sponsor for any given set of terms.

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BY: Jordan C. Neel  
FOR THE PUBLIC SERVICE COMMISSION